

Exhibit J  
to  
Declaration of Patrick M. Costello re Motion to  
Convert Chapter 7 Case to a Case Under Chapter 11

## Patrick Costello

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**From:** Jeremy Katz [jkatz@pinnaclelawgroup.com]  
**Sent:** Thursday, November 15, 2012 11:34 AM  
**To:** Patrick Costello; mansdorftrustee@sbcglobal.net  
**Cc:** Sai Manapragada  
**Subject:** RE: Picongen Wireless, Inc. 12-48131

Patrick—

Since the sale is subject to court order and a sale free and clear, any binding commitment is subject to court approval. I suggest that you prepare whatever documentation xStream wants and I will review it.

How much do you think it will cost to preserve the patents? I will need to know in order to add it to the overbid provision.

After the counter offer was sent, Mr. Groover called me up yesterday and told me he was asserting a "secret" attorney lien on the patents or the proceeds of their sale because such a lien does not require any perfection. I asked him for legal authority and for a copy of the fee agreement allegedly conferring a lien. I have yet to receive a copy of the fee agreement. I have asked Dave Bartlett for a copy if it exists. Mr. Groover provided authority that would work in Massachusetts but he is looking for California authority. And because the services were rendered in Texas, who knows whose law applies. All this to say that it isn't a simple question of a UCC-1 financing statement. Also, Schedule D lists Dale Kluesing and Averett Family Trust as secured creditors. I have asked Dave Bartlett to find out the basis for the alleged security interests. If you have any information on any of the above that would be helpful, please share it.

Regards, Jeremy

Jeremy W. Katz  
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**From:** Patrick Costello [mailto:pcostello@vectislawgroup.com]  
**Sent:** Thursday, November 15, 2012 11:08 AM  
**To:** Jeremy Katz; mansdorftrustee@sbcglobal.net  
**Cc:** Sai Manapragada  
**Subject:** FW: Picongen Wireless, Inc. 12-48131

Gentlemen,

My client believes that there is a need to take immediate action to preserve the IP, and accordingly agrees to accept the trustee's counteroffer so we can move forward without delay. My client believes that we should have a written binding commitment by Nov. 19 so XStream can make the payments necessary to save the patents. That sounds like tight timing for an agreement. In the past where time is short and the deal relatively simple, I have used a binding termsheet to create the binding commitment so that parties can rely on it and the motion can be filed while the agreement is memorialized. I am prepared to recommend that to my client if it means that we can get a binding commitment by close of business on the 19<sup>th</sup>. I can provide you the form of binding termsheet I have used in another recent case if that would be helpful: the terms of the deal are obviously totally different, but the template and the terms relating to its binding effect would remain the same.

Patrick M. Costello  
VECTIS LAW GROUP  
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**From:** Jeremy Katz [mailto:jkatz@pinnaclelawgroup.com]

**Sent:** Tuesday, November 13, 2012 2:24 PM

**To:** Patrick Costello

**Cc:** mansdorftrustee@sbcglobal.net

**Subject:** Picongen Wireless, Inc. 12-48131

Patrick—

Please forward this letter to xStream Wireless regarding its purchase offer. I am also sending it to xStream Wireless by regular mail.

Regards, Jeremy

Jeremy W. Katz

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